

e. Utilities/Services. Grower will provide all necessary water, electricity, propane and bedding at the Facilities for ISF's hogs. Grower shall provide a private water well or rural water for the benefit of the Unit(s). Grower guarantees access to a water source and to electricity for the term of this Agreement and will obtain all written easements needed to assure access to a water source and electricity for such period. Upon ISF's request, ISF shall be named as a third-party beneficiary of all such easements. Grower shall have phone service and shall have a designated telephone number and facsimile number for the sending and receiving of feed orders, animal flow reports and other matters.

f. Manure Management. Grower shall be solely responsible for providing for manure or other swine waste product removal, handling and disposal for the Facilities in compliance with all applicable laws, rules and regulations. Grower agrees to indemnify and hold harmless ISF from any claim, loss or damage which results from Grower's failure to comply with this provision, including any loss suffered by ISF as a result of ISF being forced to relocate its hogs from Grower's Facilities for failure to comply. In the event that Grower does not comply with Grower's manure and waste disposal responsibilities under this Agreement, Grower hereby grants ISF full and complete access to the Facilities to carry out Grower's duties at the expense of Grower. In such event, Grower agrees to indemnify and hold harmless ISF from any claim, loss or damage which results from Grower's failure to comply with this provision, including without limitation any claim, loss or damage which results from ISF's actions in performing Grower's duties hereunder. If ISF is required to haul manure hereunder, Grower further agrees to pay ISF a fee for hauling the manure equal to the greater of: (1) ISF's actual direct and indirect costs of hauling the manure or (2) \$0.015 per gallon for each gallon of manure hauled. Any payment due Grower under this Agreement shall be reduced by any and all fees, expenses, costs, fines, penalties, attorney's fees, losses and other damages incurred by ISF in the removal, handling or disposal of manure due to Grower's failure to properly remove, handle or dispose of such manure. If Grower is required to file and/or maintain a formal manure management plan by law or regulation, Grower agrees to file and/or maintain such plan and agrees to indemnify and hold harmless ISF from any claim, loss or damage which results from Grower's failure to comply with this provision.

g. Pollution Prevention and Odor Control. Grower shall take all reasonable steps necessary to prevent any pollution associated with the operation of the Facilities and to reduce odor from the Facilities. ISF agrees to share information with Grower as to odor control know-how and technology. Grower agrees to either inject manure into the ground or to land apply manure and not to use spray irrigation for manure. Grower shall respect all applicable setback requirements for the Units and the waste storage facility at the Facilities. Grower agrees to consider taking reasonable steps to reduce odor such as the planting of windbreaks around the Unit(s).

h. Dead Animal Disposal. Unless otherwise agreed in writing by Grower and ISF, Grower shall be responsible for disposing of all dead animals consistent with best management practices. However, at the request of Grower, ISF will arrange for all dead animal disposal from the Facilities (other than in the event of catastrophic loss) for a fee of \$100 per month.

i. Insurance. Grower shall obtain standard form liability insurance coverage from bodily injury and property damage with minimum limits of [\$ _____] and shall furnish ISF with certificates of insurance. ISF will provide adequate fire and wind insurance on its hogs.

j. Security and Bio-security Measures. Grower shall take reasonable steps to secure the Facilities and the Units. Grower shall provide locked gates, locked buildings and security lights. Grower shall also provide: (1) at least two fans per Unit on a separate